

FILED

MAR 30 2017

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DONGXIAO YUE,

Plaintiff,

v.

GAOGAO HAN, et al.,

Defendants.

Case No. 4:15-cv-03463-HSG (KAW)

**SETTLEMENT AGREEMENT AND
CONSENT DECREE**

SETTLEMENT AGREEMENT

Plaintiff Dongxiao Yue has brought an action against Defendants Gaogao Han, Hanshan.Co, and Hanshan.Info¹ for copyright infringement, false designation of origin, false advertisement, defamation, and unfair competition. The parties desire to avoid further litigation and have reached a settlement agreement, which is memorialized by this Consent Decree. Defendant Han does not admit any liability or wrongdoing on his part, or on the part of his related entities, and this Consent Decree shall not constitute an admission of liability. The parties understand that the terms of the settlement agreement, as set forth below, constitute a final judgment binding on all parties to this action, including the non-appearing Defendant-related entities:

1. Defendant Gaogao Han admits that he made the false statements described in Exhibit A, and apologizes to Plaintiff Dongxiao Yue for making them;

2. Mr. Han agrees to accept service of the subpoena to be served via e-mail in *Yue v. Yang*, Case No. HG15773556, in Alameda County Superior Court, and will comply with the

¹ Hanshan.Co and Hanshan.Info are Defendant Han's websites, and shall be referred to as "Defendant-related entities."

1 subpoena duces tecum by producing the documents described therein within 7 days of receipt of
2 the subpoena via email;

3 3. Mr. Han, and his agents, assigns, and representatives, are enjoined from using Mr.
4 Yue's source code without his permission;

5 4. Mr. Han agrees to dismiss all counter-claims with prejudice and to pay Mr. Yue
6 \$10,000.00 USD in settlement of this matter, to be paid within ten (10) days of the entering of the
7 consent decree;

8 5. Upon receipt of payment, Mr. Yue agrees to dismiss all claims in this action with
9 prejudice against all defendants with the parties to bear their own costs; and

10 6. This Agreement extends to and includes a mutual release of any and all claims,
11 liabilities, injuries, damages, and causes of action that the parties do not presently anticipate,
12 know, or suspect to exist, but that may develop, accrue, or be discovered in the future. Each party
13 expressly waives all rights under California Civil Code § 1542, which provides:

14 A general release does not extend to claims which [Plaintiff] does
15 not know or suspect to exist in his or her favor at the time of
executing the release, which if known by him or her must have
materially affected his or her settlement with [Defendant or
Defendant-related entities].

16 Each party represents and warrants that he or she has considered the possibility that claims,
17 liabilities, injuries, damages, and causes of action that he or she does not presently know or
18 suspect to exist in his or her favor may develop, accrue, or be discovered in the future, and that he
19 or she voluntarily assumes that risk as part of the consideration for this Agreement.

20 Dated: 3/29/17


DONGXIAO YUE
Plaintiff

21 Dated: 3/29/17


GAOGAO HAN
Defendant

22 ///

23 ///

CONSENT DECREE

Accordingly, IT IS ORDERED, ADJUDGED, AND DECREED the terms set forth above constitute a final judgment binding on all parties to this action. The court shall retain jurisdiction over this matter for the purpose of enforcement of the agreement by and between the parties.

IT IS SO ORDERED.

Dated: 3/30/17



HAYWOOD S. GILLIAM, JR.
United States District Judge

United States District Court
Northern District of California